

4-3196 13-20

CONTRACT

between

MARLBORO CAFETERIA AIDES ASSOCIATION

(M.C.A.A.)

and

MARLBORO TOWNSHIP BOARD OF EDUCATION (Employer)

(1987-88; 1988-89)

X July 1, 1987 June 30, 1989

PREAMBLE

This Agreement, entered into the 4th day of June, 1987, by and between THE BOARD OF EDUCATION OF THE TOWNSHIP OF MARLBORO, Monmouth County, New Jersey, hereinafter called the "Board", and

MARLBORO CAFETERIA AIDES ASSOCIATION, c/o Robertsville School, Morganville, New Jersey, hereinafter called "Employees";

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws of 1968 as amended, to negotiate with "Employees" as the representative of the employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to reduce to writing;

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE I

RECOGNITION

The Board recognizes M.C.A.A. as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all regular part-time cafeteria aides employed by the Marlboro Township Board of Education.

## ARTICLE II

### GRIEVANCE PROCEDURE

#### A. Definitions.

1. A "grievance" is a complaint by which an employee or employees in the bargaining unit and his representative may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them, except that the term "grievance" shall not apply to:

- (1) Any matter for which a method of review is prescribed by law or which by law is exclusively within the discretion of the Board.
- (2) Any rule or regulation of the State Department of Education or the State Commissioner of Education having the force and effect of law.
- (3) Any matter which according to law is beyond the scope of Board Authority.

#### B. Principles.

1. A grievance to be considered under this procedure shall be presented by the grievant not later than fifteen (15) working days after the occurrence of the grievance, or within fifteen (15) days from the date on which the grievant should reasonably have known of its occurrence. The number of days allotted at each step of the grievance procedure is

to be considered as a maximum time limit. Every attempt should be made to resolve grievances as quickly as possible.

2. A grievant may present and process his grievance personally or through an appropriate representative. In either event, the grievant shall be personally present at all steps of the grievance procedure. Should a grievant want to process his grievance personally or through an appropriate representative of his own choosing he may do so; however, the majority unit shall be so notified and shall have the right to have its own representative present.

3. No reprisals shall be taken by the Board or Administration against any participant because he utilizes the grievance procedure.

4. Should a grievance result from action taken by the Superintendent or the Board, a grievant may present his grievance initially at the fourth step of the grievance procedure.

C. Procedure.

1. STEP ONE:

The employee, with or without his shop steward, shall take up the grievance or dispute with his Immediate Supervisor or his designated representative within fifteen (15) working days of its occurrence or within

fifteen (15) working days from the date on which the grievant should reasonably have known of its occurrence. The Immediate Supervisor should respond to the grievance within three (3) working days of the grievance hearing.

2. STEP TWO:

If the employee is not satisfied with the first step answer, he may within five (5) days, present the grievance to the Board's Business Administrator, who shall promptly schedule a third step hearing. At this hearing, in addition to the Association Steward, the grievant may be represented by the Association President. The Business Administrator shall render his decision within five (5) working days of the grievance hearing.

3. STEP THREE:

If the employee is not satisfied with the second step answer he may, within five (5) working days, present the grievance to the Board of Education or a Committee thereof, which shall schedule a grievance hearing within fifteen (15) working days of receipt of the grievance. At this step, the employee may be represented by the Association Steward and M.C.A.A. President. The Board of Education shall render its decision within five (5) working days of the date of the grievance hearing.

4. STEP FOUR:

- a. In the event the grievant is dissatisfied with the determination of the Board of Education aforesaid, and in the further event that the grievance involves the interpretation or application of this contract, the matter may be submitted to arbitration. A request for arbitration shall be made in writing no later than fifteen (15) working days following the determination of the Board. Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the Board of Education and the M.C.A.A. shall mutually agree upon a longer time within which to assert such a demand.
- b. The arbitrator shall have no power or authority to add to, subtract from, change or modify any of the terms of this agreement.
- c. Within ten (10) working days after the M.C.A.A. shall have delivered the written request for arbitration, the Board and the M.C.A.A. shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to

agree upon an arbitrator or to obtain such a commitment within the specified time period, a request for a list of arbitrators shall be made from the American Arbitration Association.

- d. The arbitrator so selected shall confer with the representatives of the Board and the M.C.A.A. and shall hold hearings promptly, and he shall issue his decision not later than twenty (20) calendar days from the close of hearings, or if oral hearings have been waived, then from the date that the final statements and proofs are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory only.
- e. The costs for the services of the arbitrator including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally. Any other expenses incurred shall be paid by the party incurring such expense.



D. Miscellaneous.

1. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Board and the M.C.A.A. and given appropriate distribution so as to facilitate operation of the grievance procedure.

2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative heretofore referred to in this Article.

3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

### ARTICLE III

#### WORK WEEK AND HOURS OF EMPLOYMENT

1. The calendar and hours of work shall be established by the Board. It shall be understood that the work day for all elementary school cafeteria aides shall consist of at least 2 hours and 15 minutes. The work day for all Middle School cafeteria aides shall consist of at least 3 hours and 15 minutes provided that the 6th grade remains in the Middle School. Should the 6th grade be transferred to the elementary schools, then the Board reserves the right to reduce the work hours of the the Middle School cafeteria aides.

2. It is understood that in the event a snow day causes school to be closed for a day for which an aide has already been paid that the aide will not be required to either make up the day or return the money. ✓

3. Each member of the bargaining unit shall be entitled to twelve (12) paid sick days per year. Sick days are to be used only for the purposes specified by law.

ARTICLE IV

PERSONAL LEAVE

1. The provisions for personal leave at full pay stated below shall be for one (1) year and unused days shall not be accumulative for use in another year.

2. Bereavement leave shall be allowed to bargaining unit members in accordance with the following schedule:

- (a) For the death of a parent, child, brother, sister, grandparent, grandchild, spouse, parent of spouse, son-in-law or daughter-in-law a period of five (5) consecutive days per incident with one of the days being the day of interment or cremation.
- (b) For aunt, uncle, nephew, niece, sister-in-law, brother-in-law, one (1) day per incident.

An employee claiming the leave shall verify compliance on a form designed by the Superintendent of Schools.

3. An allowance of up to four (4) days leave shall be granted for personal matters other than stated above. Written requests shall be submitted for approval three (3) days in advance of date requested through the employee's immediate supervisor to the Superintendent of Schools. The three (3) day

## PERSONAL LEAVE

notice requirement shall be waived in emergent matters. This allowance with prior approval may be granted for any of the following reasons:

- (a) Court Subpoena.
- (b) Marriage of employee or marriage in the immediate family.
- (c) Recognition of a Religious Holiday.
- (d) Personal business which cannot be handled outside of school hours. The application form for leave made pursuant to this subsection shall not require the employee to specify the nature of the personal business, but shall simply require the employee to indicate that the leave is being applied for pursuant to this subsection.
- (e) Any other emergency or urgent reason approved by the Superintendent of Schools.

4. Personal leave days shall not be granted before or after holiday periods or on the first or last day of school or on a Monday or a Friday except in cases of emergency as approved by the Superintendent of Schools. Personal leave days requested for a Monday or Friday will be granted only for a court subpoena, marriage, religious holiday or urgent reason approved by the Superintendent of Schools. One of the four (4) personal days shall not be subject to the Monday or Friday restriction.

ARTICLE V

EVALUATIONS

A. Each employee shall be evaluated in writing at least once a year. Said written evaluation shall be furnished to the employee within ten (10) days of said observation. All evaluations shall be followed by a conference with the employee within five (5) working days of receipt of written evaluation.

ARTICLE VI

SALARIES

1. Bargaining unit members shall be paid in accordance with the following schedule:

<u>EFFECTIVE</u>	<u>RATE PER HOUR</u>
September 1, 1987	\$6.20
September 1, 1988	\$6.70

Wage rate for substitutes shall be \$5.70 for the 1987-88 school year and \$6.20 for the 1988-89 school year.

ARTICLE VII  
DEDUCTIONS FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of members of the bargaining unit such dues assessed by M.C.A.A. as said members of the bargaining unit individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, P.L. 1969 (N.J.S.A. 52:14-159e) and under rules established by the State Department of Education.

2. Before the Board makes any deductions there shall be delivered to the Board Business Administrator, in writing, a certification of its current dues.

3. A member of the bargaining unit may request a discontinuance of dues deduction by delivering sixty (60) days written notice to the Board, which shall then notify the Association.

B. Dental Insurance Payroll Deduction

1. Aides shall have the opportunity to purchase dental insurance as a payroll deduction.

ARTICLE VIII

DISCHARGE

No member of the bargaining unit may be suspended or discharged except for just cause. The question of the propriety advisory arbitration and such matter shall be commenced at Step THREE.

ARTICLE IX

MANAGEMENT RIGHTS

The Marlboro Cafeteria Aides Association (M.C.A.A.) recognizes the administration rights, duties and authority to manage and control the employees of the Board pursuant to the authority conferred on it by the State of New Jersey, and all applicable local, state and federal laws. The Board retains and reserves all rights of management and control of the employees of the Board not otherwise limited by this Agreement.

ARTICLE X

COMPLETE AGREEMENT AND WAIVER OF BARGAINING

1. This agreement is the entire agreement of the parties, terminating all prior agreements and practices except those incorporated in the Board Policy Book and concluding all Collective Bargaining during the term of the agreement.

2. The M.C.A.A. specifically waives the right to bargain with respect to any subject or matter referred to or covered in the agreement, or to any subject or matter not specifically referred to or covered in this agreement, even though it may not have been in the knowledge or contemplation of the parties at the time this agreement was negotiated.



ARTICLE XI

DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 1987, and shall continue in effect until June 30, 1989.

This Agreement shall not be extended orally, and it is expressly agreed that it shall expire on its expiration date.

IN WITNESS WHEREOF, the M.C.A.A. has caused these presents to be signed by its authorized officers and the Board has caused these presents to be signed by its President, attested by its Secretary, and its seal to be affixed on the day and date first above written.

MARLBORO TOWNSHIP BOARD  
OF EDUCATION

ATTEST:

By Benny Krig  
President

James J. Schlenker  
Secretary

MARLBORO CAFETERIA AIDES  
ASSOCIATION

ATTEST:

By Frances D. Williams  
President

Harriet Schlenker